

TENDER CUM AUCTION SALE NOTICE

WHEREAS the Authorised Officer of the Bank had issued Demand Notice dated 03-02-2021 to (1) Mr. Rajesh Gopinath ,Thammburungal Veedu, Pallippuram P O Cherthala 688541 (2) Mrs Nandini Sathpathi alias Nandini Gopinath, Kizhakkdathu House, Nendoor P O, Kottayam, Kerala-686601 as Co-obligants/ Guarantors under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as 'The Act') and has taken possession of the immovable properties, more fully described in the schedule hereunder under Section 13(4) of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on 14.07.2021.

AND WHEREAS, the borrower/ guarantors have failed to pay the amount, Notice is hereby given that the immovable properties more fully described in the Schedule hereunder will be sold by way of Tender Cum Auction on "as is where is" basis and "as is what is" condition, on the date and at the place mentioned herein below for realization of a sum of Rs. 1,40,72,777.53 (Rupees One Crore Forty Lakh Seventy Two Thousand Seven Hundred Seventy Seven and Paise Fifty Three Only) as on 25.05.2023 with further interest @10.70% per annum with monthly rests and penal interest @ 2% per annum from 18.03.2023 as well as costs thereon with regard to FSL limit. (0299652000004527), subject to the following terms and conditions: -

Name of Property Owner	Rajesh Gopinath												
Description of property	<p>All that piece and parcel of land having an extent of 74.74 Cents together with all rights and improvements thereon along with right of way (as mentioned in the primary title deed) in Old Survey No.111/6A and 111/6/B, ReSy:304/6-1; in Athirumpuzha Village, Kottayam Taluk., Kottayam District, owned by Rajesh Gopinath and more fully mentioned in Sale Deed dated 3453/13 dt 14-12-2013 and Release Deed 364/2019 dated 19-02-2019 registered at Sub Registrar Office Ettumanoor ,and bounded as follows -</p> <table><tr><td>North</td><td>:</td><td>PWD Road (PWD Road and property of Martin K Jose as per primary title deed)</td></tr><tr><td>South</td><td>:</td><td>Property of Martin K Joseph (Kuttiyil property and property of Martin K Joseph as per primary title deed)</td></tr><tr><td>East</td><td>:</td><td>Property of Poothara and private road</td></tr><tr><td>West</td><td>:</td><td>Property of Thuruthel</td></tr></table>	North	:	PWD Road (PWD Road and property of Martin K Jose as per primary title deed)	South	:	Property of Martin K Joseph (Kuttiyil property and property of Martin K Joseph as per primary title deed)	East	:	Property of Poothara and private road	West	:	Property of Thuruthel
North	:	PWD Road (PWD Road and property of Martin K Jose as per primary title deed)											
South	:	Property of Martin K Joseph (Kuttiyil property and property of Martin K Joseph as per primary title deed)											
East	:	Property of Poothara and private road											
West	:	Property of Thuruthel											

The South Indian Bank Ltd., Regional Office Thrissur, Platinum Jubilee Building, Civil Lane Road, Ayanthole Thrissur-680003. Ph:9895099120
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Regd. Office : SIB House, TB Road, Mission Quarters, Thrissur, Kerala - 680001

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Reserve Price	Rs. 1,41,60,000/- (Rupees One Crore Forty One Lakh Sixty Thousand Only)
Earnest Money Deposit (EMD)	Rs. 14,16,000/- (Rupees Fourteen Lakhs Sixteen Thousand Only)
Date and Place of Sale	29.06.2023 at 01.00 PM, The South Indian Bank Ltd, Regional Office, Platinum Jubilee Building, Civil Lane Road, Ayyanthole, Thrissur-03

TERMS AND CONDITIONS

- 1) The property will be sold on "as is where is" basis and "as is what is" condition and the Bank is not responsible for title, condition or any other fact affecting the property. The particulars furnished regarding the secured asset is stated to the best of information of the Bank and the Bank will not be answerable for any error, misstatement or omission.
- 2) The proposed Tenderers shall read and understand the terms and conditions mentioned in the Tender Sale Notice which is published by the Bank in its Website/ Thrissur Mission Quarters Branch at Opp. All Saints Church, Main Road, Mission Quarters, Thrissur, Kerala-680001 and Thrissur Regional Office at Platinum Jubilee Building, Civil Lane Road, Ayyanthole, Thrissur- 680003 and also visit the scheduled property and satisfy as to its area, boundaries, ownership, title, encumbrances, statutory approvals, measurements etc. The Bank shall not entertain any dispute regarding the Tender process or the scheduled property after participating in the sale.
- 3) Interested Tenderers shall produce a copy of any valid photo identity/ address proof and PAN Card copy. In case the Tenderer is participating on authorization, he should produce the ID proof of himself and the Tenderer.
- 4) All amounts payable regarding the sale including EMD shall be paid by way of DD drawn in favour of "The Authorised Officer, The South Indian Bank Ltd." payable at Thrissur /RTGS/NEFT/net banking to Authorised Officer Account No. "account No. 0084073000004388 of Authorised Officer, maintained at Thrissur Main Branch (IFSC/NEFT Code is SIBL0000084).
- 5) Interested Tenderers shall submit Demand Draft/RTGS receipt as the case may be for the EMD at The South Indian Bank Ltd. Thrissur Regional Office along with the Tender in a sealed cover before 12.30 PM on 29.06.2023



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Regd. Office : SIB House, TB Road, Mission Quarters, Thrissur, Kerala - 680001

- 6) The Right of entry to the place of sale will be restricted to the Tenderers who have submitted the Tender letter and EMD in a sealed cover within the stipulated time or within such time as may be decided by the Authorised officer at his sole discretion.
- 7) The Authorised Officer has got right to cancel/ postpone the Auction sale without assigning any reason whatsoever. Further, the Authorised Officer shall have the discretion to accept, reject or return any or all the Tenders already submitted and the Bank will not entertain any claim or representation in that regard from the Tenderers.
- 8) The Sealed Tenders will be opened by the Authorised Officer on 29.06.2023 at 01.00 PM. Any tender received quoting a price below the Reserve Price will be rejected outright.
- 9) After opening the tenders, the Tenderers who are present may be given an opportunity at the discretion of the Authorised Officer to have inter se bidding among themselves to enhance their offer price.
- 10) The Successful Tenderer should pay 25 % of the tender amount (less EMD) on receipt of bid acceptance letter in his favour or not later than the next working day after the date of Tender Cum Auction sale and the balance 75% amount within 15 days of the sale, failing which the entire amount paid by the Tenderer shall be forfeited by the Authorised Officer, without any notice and the sale will be cancelled and the property will be brought to sale again. However, in desirable cases the time may be extended at the sole discretion of the Secured Creditor.
- 11) The sale is subject to confirmation by the Authorised Officer, who shall have right to cancel the sale also notwithstanding that the successful Tenderer has remitted the 25% of Sale amount. Further, the sale is also subject to confirmation by the Secured Creditor.
- 12) On the sale being confirmed and on receipt of the entire sale proceeds by the Authorised Officer, the successful Tenderer will be issued with a Sale Certificate as per the terms and conditions of the Bank and the SARFAESI Act. The successful Tenderer should pay all the existing dues etc., to the Government/ Local Authorities including charges/ fees payable for registration of sale certificate such as registration Fees, Stamp Duty etc., as applicable as per law.
- 13) The Authorised Officer or Bank will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the properties under sale.
- 14) The successful Tenderer shall pay all Taxes/ Electricity/ Water/ Sewerage Charges or any other charges demanded by any authority after the acceptance of the bid, even if it pertains to previous periods.



- 15) The Successful Tenderer shall, at his cost, get the Electricity/ Water/ Sewerage connection etc. and any other common services transferred in his name.
- 16) The Authorised Officer has obtained EC regarding the property from 15.11.1988 to 18.10.2022 and it contains no encumbrance.
- 17) For any further information and for inspection of property, the intended Tenderers may contact the Authorised Officer or The South Indian Bank Ltd, Thrissur Mission Quarters Branch during working hours.

For The South Indian Bank Ltd.


Authorised Officer

Date: 26.05.2023

AUTHORISED OFFICER

Place: Thrissur

